

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

PRIME PROPERTY & CASUALTY
INSURANCE, INC.,

Plaintiff,

v.

JOHN TO GO INC.; ABE BREUER;
JORGE ARTURO GARCIA DUBON; JIM
REED’S LEASING, INC; EDWIN
ROMERO; BONZELEE W. NIMMONS;
and/or JOHN DOES 1-20 (fictitious
persons and/or entities),

Defendants.

Civil Action No.: 2:23-cv-20878

**ORDER ON MOTION
FOR DEFAULT JUDGMENT**

THIS MATTER having been brought before the Court on Motion of Sean P. Shoolbraid, Esq. of the law firm of Kennedys CMK LLP, attorneys for Plaintiff Prime Property & Casualty Insurance, Inc. (“Prime Property & Casualty”) for an Order for Default Judgment against Defendants John to Go Inc., Abe Breuer, Jorge Arturo Garcia Dubon, Jim Reed’s Leasing, Inc., Edwin Romero and Bonzelee W. Nimmons (collectively “the Defendants”) and the Court having considered the moving papers and any and all opposition thereto and good cause having been shown:

IT IS on this 19th day of December, 2024;

ORDERED that Plaintiff’s Motion for Default Judgment is GRANTED; and

IT IS FURTHER ORDERED that Prime Property & Casualty owes no duty to defend or indemnify Jim Reed’s Leasing and Jorge Arturo Garcia Dubon for and from the claims, causes of action and damages that are the subjects of the Nimmons lawsuit, or from other claims that may be asserted arising from the Collision; and

IT IS FURTHER ORDERED the Policy No. PC22022150 issued by Prime Property & Casualty to Restrooms to Go LLC and John to Go Inc. does not afford coverage to for the claims arising from the Collision; and

IT IS FURTHER ORDERED Prime Property & Casualty owes no duty under the MCS-90 Endorsement or any financial responsibility law to pay any judgment recovered by any claimant resulting from the Collision; and

IT IS FURTHER ORDERED John to Go and Abe Breuer are obligated under the MCS-90 Endorsement and the Personal Guarantee to indemnify and hold Prime Property & Casualty harmless from costs, attorneys fees, expenses, settlement proceeds or other funds expended or deemed owing by reason of the Collision.

BY THE COURT:

/s/ Susan D. Wigenton

SUSAN D. WIGENTON, U.S.D.J.